

COMBINED DECLARATION/POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled LATERAL NEEDLE INJECTION APPARATUS AND METHOD,
the specification of which (check one):

☒ is attached hereto

☐ was filed on
as U.S. Application
Serial No.

☐ and was amended on (if
applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefit(s) under Title 35, United States Code §119 (a)-(d) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Prior Foreign Application(s)

Number	:
Country	:
Day/Month/Year Filed	:
Priority (yes/no)	:

Number :
Country :
Day/Month/Year Filed :
Priority (yes/no) :

I hereby claim the benefit under Title 35, United States Code, §119(e) of any United States provisional application(s) as listed below:

Provisional Application No. : 60/133,122
Filing Date : May 7, 1999

Provisional Application No. :
Filing Date :

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) or PCT international applications designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose information that is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 and that which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application Serial No. :
Filing Date :
Status (patented, pending, abandoned) :

Application Serial No. :
Filing Date :
Status (patented, pending, abandoned) :

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

David M. Crompton, Reg. No. 36,772;
Glenn M. Seager, Reg. No. 36,926;
Brian N. Tufte, Reg. No. 38,638;
Craig F. Taylor, Reg. No. 40,199;
Robert E. Atkinson, Reg. No. 36,433;
Michael A. Kondzella, Reg. No. 18,013;
Allen W. Groenke, Reg. No. 42,608;
Scott T. Bluni, Reg. No. 40,916;

Mark J. Casey, Reg. No. 37,796;
David L. Cavanaugh, Reg. No. 36, 476;
Patricia Davis, Reg. No. 37,866;
Luke R. Dohmen, Reg. No. 36,783;
Peter J. Gafner, Reg. No. 36,517;
Todd P. Messal, Reg. No. 42,883;
Robert M. Rauker, Reg. No. 40,782; and
William J. Shaw, Reg. No. 43,111.

Send correspondence to:

David M. Crompton
CROMPTON, SEAGER & TUFTE, LLC
331 Second Avenue South, Suite 895
Minneapolis, Minnesota 55401-2246
(612) 677-9050

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon, I further declare that I understand the content of this declaration.

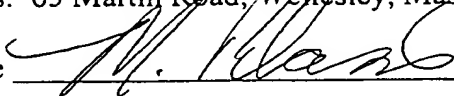
Full name of sole or first inventor: Maria Palasis

Residence: 65 Martin Road, Wellesley, Massachusetts 02481

Citizenship: US

Post Office Address: 65 Martin Road, Wellesley, Massachusetts 02481

Inventor's Signature



Date

11/23/99

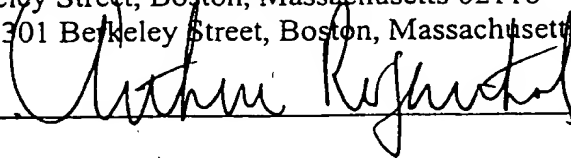
Full name of second or joint inventor: Arthur Rosenthal

Residence: 301 Berkeley Street, Boston, Massachusetts 02116

Citizenship: US

Post Office Address: 301 Berkeley Street, Boston, Massachusetts 02116

Inventor's Signature



Date

12/03/99

1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section.

The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office, or
- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

[illegible][illegible][illegible]

SECRET

[illegible]

SECRET

The parties hereto acknowledge that they have specifically requested the present agreement to be drawn up in the English language.

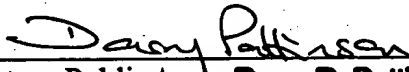
IN TESTIMONY WHEREOF, we have hereunto set our hands this 23 day of November 1999.



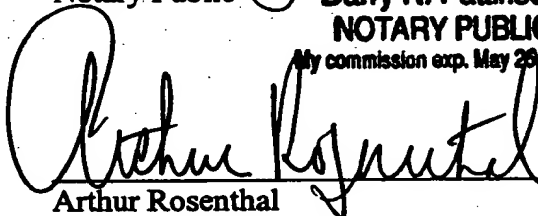
Maria Palasis

STATE OF Massachusetts)
COUNTY OF Middlesex) ss.

On this 23rd day of November, 1999, before me personally appeared Maria Palasis, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



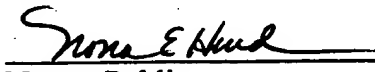
Notary Public **Darry R. Pattinson**
NOTARY PUBLIC
My commission exp. May 28, 2001



Arthur Rosenthal

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss.

On this 3rd day of December, 1999, before me personally appeared Arthur Rosenthal, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public

NONA E. HURD
NOTARY PUBLIC
My Commission Expires Oct. 4, 2002

Form PTO-1584

1-31-92

12-22-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To th
Please record the

and Trademarks:
(s) or copy thereof.

1. Name of conveying party(ies):

Maria Palasis
Arthur Rosenthal

2. Name and address of receiving party(ies):

Name: SciMed Life Systems, Inc.

Internal Address: Mail Stop A150

Street Address: One SciMed Place

City: Maple Grove State: Minnesota ZIP: 55311-1566

Additional name(s) of conveying party(ies)
attached? Yes X No

3. Nature of conveyance:

X Assignment - Merger
Security Agreement - Change of Name
Other _____

Execution Date: November 23, 1999 and
December 3, 1999

Additional name(s) & addresses attached?

Yes X No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:
November 23, 1999 and December 3, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: CROMPTON, SEAGER & TUFTE, LLC

Address: 331 Second Avenue South, Suite 895
Minneapolis, MN 55401

6. Total number of applications and patents
involved: 1

7. Total fee (37 CFR 3.41). . . \$40.00

X Enclosed

o Authorized to be charged to deposit
account

8. Deposit Account Number: 50-0413

(Attach duplicate copy of this page if
paying by deposit account)

12/22/1999 TTU11 00000038 09457254

DO NOT USE THIS SPACE

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40.00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

David M. Crompton

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and document: 3

010445/0171 PAGE 2

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 14, 2000

PTAS

CROMPTON, SEAGER & TUFTE, LLC
DAVID M. CROMPTON
331 SECOND AVENUE SOUTH, SUITE 895
MINNEAPOLIS, MINNESOTA 55401



101230607A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/08/1999

REEL/FRAME: 010445/0171
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
PALASIS, MARIA

DOC DATE: 11/23/1999

ASSIGNOR:
ROSENTHAL, ARTHUR

DOC DATE: 12/03/1999

ASSIGNEE:
SCIMED LIFE SYSTEMS, INC.
ONE SCIMED PLACE
MAIL STOP A150
MAPLE GROVE, MINNESOTA 55311-1566

SERIAL NUMBER: 09457254
PATENT NUMBER:

FILING DATE: 12/08/1999
ISSUE DATE:

RECEIVED BY REGISTERED MAIL
FEB 14 1999